

# **Cypress Grove Charter High School Employee Handbook**

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# **CYPRESS GROVE CHARTER HIGH SCHOOL FOR ARTS & SCIENCES EMPLOYEE HANDBOOK**

## **WELCOME TO CYPRESS GROVE CHARTER HIGH SCHOOL FOR ARTS & SCIENCES**

Our goal at Cypress Grove Charter High School for Arts & Sciences (Cypress Grove) is to provide the finest quality educational opportunities to our students and their families and to create an atmosphere that is conducive to harmony among all the team members. You are a valued team member. You directly affect and influence the students, families, community and the quality of Cypress Grove. We are glad you have joined us, and we hope you will find your work challenging and rewarding.

## **PURPOSE OF THIS HANDBOOK**

This Employee Handbook is intended to assist employees in becoming acquainted with Cypress Grove. It explains our employment guidelines. We hope that it serves as a useful reference document for employees throughout their employment at Cypress Grove. The Handbook neither implies nor establishes a contract between Cypress Grove and the employee. It is provided for your use as a ready reference and as a summary of our relevant Cypress Grove personnel policies. You are required to read the entire Handbook and ask any questions that may arise for you to ensure that you have a complete understanding of the material covered. Your signature on the last page of the Handbook (the Acknowledgment Form) will signify your receipt and review of the Handbook. Should you have any questions, concerns or suggestions regarding school policies, work conditions, compensation or procedures, please contact the Executive Director. We value your input and encourage you to make suggestions and comments freely. Experience has shown that open communication results in better work environments, better communication, and more positive attitudes. Cypress Grove will make every effort to respond effectively to all staff concerns.

Please understand that this Handbook only highlights our personnel policies, it is not exhaustive or all-inclusive. Circumstances will obviously require that some policies, benefits, and practices described in this Handbook be changed from time to time. Consequently, Cypress Grove reserves the right to amend, supplement or rescind any provisions of this Handbook as it deems necessary at its sole and absolute discretion. All such modifications shall be in writing and approved by the school's Governing Board. As the policies are revised, updated pages will be distributed to you. Please keep your Handbook readily available and insert the updated material promptly so that your Handbook is current at all times.

## **SECTION 1**

### **CYPRESS GROVE CHARTER HIGH SCHOOL FOR ARTS & SCIENCES** **GUIDING PRINCIPLES**

#### **EMPLOYEE CODE OF CONDUCT**

Employees are expected to conduct themselves at all times in a manner consistent with the highest standards of personal character and professionalism, with children, parents, prospective parents, co-workers, and the community.

Attitudes are the most important facet of each employee's presentation of Cypress Grove to the public. We must be courteous, tactful, and pleasant at all times, treating the most unpleasant people as well as we treat our most pleasant ones. That said, no staff member is expected to take abuse from anyone. Abusive treatment should be referred to an administrator immediately.

## **SECTION 2**

### **CONDITIONS OF EMPLOYMENT AT** **CYPRESS GROVE CHARTER HIGH SCHOOL FOR ARTS & SCIENCES**

#### **EQUAL EMPLOYMENT OPPORTUNITY IS OUR POLICY**

Cypress Grove is an equal employment opportunity employer, hiring on the basis of qualifications and promoting on the basis of merit. Cypress Grove does not unlawfully discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on race, color, national origin, sex, political affiliation, ancestry, age, religion, creed, sex, sexual orientation, medical condition, physical or mental disability, marital status, citizenship status, military service status, or other basis protected by law.

When necessary, Cypress Grove will reasonably accommodate employees and applicants with disabilities if the person is otherwise qualified to safely perform all of the essential functions of the position.

Any staff member who feels that discrimination has occurred should immediately contact a Cypress Grove administrator or that person's designated complaint officer. Cypress Grove shall keep such matters confidential and shall disclose information only as is necessary under the circumstances. Retaliation against complainants or witnesses is strictly prohibited.

#### **POLICY AGAINST SEXUAL HARASSMENT**

Cypress Grove is committed to providing a workplace free of sexual harassment, and any form of such harassment shall not be tolerated. Cypress Grove considers sexual harassment to be a major offense, which may result in disciplinary action, up to and including dismissal, of the offending employee.

Sexual harassment consists of unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when (1) submission to that conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate or take reprisals in any way against an employee who has articulated a good faith concern about sexual harassment or discrimination against him or her or against another individual.

Staff shall annually receive trainings and/or instruction concerning sexual harassment in the workplace.

Any employee who believes that he or she has been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to an administrator.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  1. Rape, sexual battery, molestation or attempts to commit these assaults; and
  2. Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  1. Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience directed at or made in the presence of any employee who indicates or who has indicated in any way that such conduct is unwelcome in his or her presence;
  2. Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward; and
  3. Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by

employees, such as:

1. Displaying pictures, cartoons, posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic, or bringing to the work environment or possessing any such material to read, display, or view at work.
2. Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning, or pornographic.
3. Displaying signs or other materials purporting to segregate an employee by sex in any area of the workplace (other than restrooms and similar semi-private lockers and changing rooms).

The illustrations above are not to be construed as an all-inclusive list of prohibited acts under this policy.

Employees who wish to file a formal sexual harassment complaint must complete and submit a Sexual Harassment Complaint Form, which may be obtained from the office. Complaints may be made to either of the administrators. Complainants and witnesses under this policy will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation in the filing of a complaint or the reporting of sexual harassment.

Cypress Grove will investigate complaints promptly and provide a written report of the investigation and decision within thirty (30) days of receipt of the complaint unless that time is extended for good cause.

All complaints of sexual harassment will be kept confidential and only those persons with a need to know of information or the identity of a complainant will receive such information. Individuals participating in a sexual harassment investigation will be advised that the matter is confidential and that retaliation in any form is prohibited.

## **COMPLIANCE WITH DISABILITY LAW**

Cypress Grove will comply with all state and federal disability law.

## **CERTIFICATION AND LICENSURE - CORE ACADEMIC TEACHING STAFF**

Cypress Grove's core academic teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold.

## **CLERICAL, OTHER STAFF, SUBSTITUTES, AND CONSULTANTS**

Cypress Grove's clerical, other teaching and non-teaching staff, substitutes, and consultants will demonstrate the abilities necessary to effectively carry out their responsibilities as further specified in applicable job specifications.

## **USE OF CYPRESS GROVE CHARTER HIGH SCHOOL E-MAIL AND VOICEMAIL**

Cypress Grove will permit employees to use its electronic mail and voicemail systems subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The E-mail system is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file of E-mail or voicemail messages without the latter's express permission.
4. Cypress Grove staff will not enter an employee's personal E-mail files or voicemail unless there is a business need to do so. Cypress Grove retains a copy of all passwords; passwords unknown to Cypress Grove may not be used. System security features, including passwords and delete functions, do not neutralize Cypress Grove's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

## **DRUG FREE WORKPLACE**

Cypress Grove complies with all Federal and State regulations regarding drug use while on the job. The unlawful manufacture, distribution, dispensing, possession, or use of any controlled substances, including alcohol while on the job are grounds for immediate dismissal. Over the counter and prescribed medication, when taken as directed, are permissible.

Cypress Grove is a no smoking environment, including the areas outside of Cypress Grove buildings. This policy is for the health and safety of all and for healthy modeling for our students. We request that you observe this policy.

The above applies to our students and they may be expelled. Staff must report any such incident that involves students directly to the Director of Education immediately.



## **WEAPONS POLICY**

No weapons may be possessed on the premises by employees unless the prior express written consent for such possession has been obtained from the Director of the school (including in cars).

## **RIGHT TO PRIVACY**

Employees should be aware that lockers, cabinets, desks and other personal spaces provided by Cypress Grove are school property, and are subject to search if necessary.

## **CONFIDENTIAL INFORMATION REGARDING STUDENTS**

All information relating to students including, names, addresses, contact numbers, and progress information is confidential information, and may not be shared with unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate locked files.

Please note: The release of unauthorized confidential information may result in immediate dismissal and the filing of criminal charges. When in doubt, check with an administrator.

## **CONFLICT OF INTEREST**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflict of interest. Such a conflict occurs when an employee is in a position to influence a decision that may result in a personal gain for the employee or for a relative as a result of Cypress Grove's business dealings. For purposes of this policy, a relative is any person who is related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms; however, if such employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that such be disclosed so that safeguards can be established to protect all parties.

## **PERSONAL APPEARANCE**

Personal appearance of employees shall be one which emanates pride and professionalism to correspond with the position held. Neatness and cleanliness are absolutely necessary at all times. The School's professional image, as well as its atmosphere is maintained, in part, by the image that each employee presents to students and parents. Please dress accordingly. If employees have any questions about what constitutes proper attire within the classroom,

administrators can be consulted.

## **CLASSROOMS**

Faculty and staff are responsible for cleaning up after themselves at all times in the school building and particularly in the classroom and office areas.

Classrooms must be prepared for the resumption of school in August as well as after Fall, Winter, and Spring recesses. This preparation must take place in advance of school resuming. Animal environments must be cleaned and maintained during vacations, or taken home.

## **PERSONAL LETTERS, ARTICLES, AND PUBLIC AFFAIRS**

When writing articles for publication or when participating in public affairs, staff members are cautioned to avoid embarrassing situations. Personal letters are not to be written on organization letterhead. Individuals who are involved in endorsements, testimonials, publications, and participation in public forums or affairs should make it known that the employee is acting and speaking in a personal capacity and not as a representative of the organization. Reporters seeking information about Cypress Grove must be referred to the Executive Director.

## **CHILD NEGLECT AND ABUSE REPORTING**

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a child protective agency. School employees are required to report instances of child abuse when the employee has a “reasonable suspicion” that child abuse has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause another person in the same situation to suspect child abuse.

Child abuse should be reported immediately by phone to a child protective agency. The phone call is to be followed by a written report within thirty-six (36) hours. There is no duty for the reporter to contact the child’s parents. In fact, if a child is released to a peace officer or a child protective agency agent, the reporter shall not notify the parent as required in other instances of removal.

Child abuse is broadly defined as “a physical injury which is inflicted by other than accidental means on a child by another person.” Child abuse can take the following several forms:

- Sexual abuse: Sexual abuse means, in general, sexual assault or sexual exploitation. Sexual abuse does not include children who voluntarily engage in sexual activity with children of a similar age. Pregnancy of a minor does not, in and of itself, constitute suspicion of child abuse.
- Neglect: Neglect occurs when a child’s custodian has failed to provide adequate “food, clothing, shelter, medical care, or supervision” that may or may not have

- resulted in any physical injury.
- Unlawful corporal punishment: Unlawful corporal punishment occurs when any person willfully harms or injures a child to such a degree that results in a traumatic condition.
- Willful cruelty or unjustifiable punishment: Child abuse also includes the situation where any “person willfully causes or permits any child to suffer . . . unjustifiable pain or mental suffering” or when any person endangers a child’s health.

Child protective agencies responding to incident reports are prohibited from disclosing a reporter’s identity to a reporter’s employer.

Any person failing to report child abuse as required by law is guilty of a misdemeanor.

## **ARRANGING FOR SUBSTITUTES**

It is the teacher’s responsibility to arrange for his or her own substitute, except in emergency situations where it is impossible to do so. In cases of an emergency, the Director should be contacted immediately. Substitutes should be arranged at least the day or evening before they are needed. Teachers should consider placing a substitute on call instead of making last minute arrangements. The person substituting must be qualified for the position and must be on the school’s approved substitutes list.

## **SECTION 3**

### **THE WORKPLACE**

#### **SAFETY AND HEALTH**

Each employee is expected to obey safety rules and to exercise caution in work activities. Any employee who notices a dangerous or potentially dangerous situation should report it to the Director immediately. We must view our environment with a view to safety for all, in particular for all of the children.

#### **ACCIDENT/INJURY REPORTING**

If an accident or injury occurs on school property, it should be reported immediately to the Director. An Accident Report form should be completed as soon as possible. As much information about the exact circumstances of the accident or injury should be gathered as soon as possible, as well as the names, addresses, and phone numbers of all involved. It is important that this be done no matter how insignificant the accident or injury may seem.

#### **INCIDENT REPORTING**

If any incident occurs on school property, or while conducting school business off site, it should

be reported on an Incident Report form to be submitted to the Director within 24 hours from the time of the incident. As much information as is available at the time about the exact circumstances of the incident should be reported.

## **VISITORS ON CAMPUS**

The Director must be notified when visitors, other than parents, are coming onto campus. All visitors must sign in at the office and receive a nametag. Staff should make every effort to greet all visitors and direct them to where they need to be.

## **RECYCLING**

Cypress Grove supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures. This includes a commitment to purchase, use, and dispose of products and materials in a manner that best uses natural resources, minimizing any negative impacts on the environment.

This is a voluntary program for all staff, and its success depends on the participation of all. Employees are encouraged to make a commitment to recycle. Our copiers have duplexing functions so both sides of the paper can be used. Any questions and ideas on recycling should be brought to the responsible staff person. Students will participate in recycling. A successful recycling program will depend upon support from faculty and staff.

## **SECTION 4**

### **EMPLOYEE WAGES AND SALARIES**

#### **EMPLOYEE STATUS**

Unless specifically indicated in a contract, all employment at Cypress Grove is at-will. At-will employees and the employer have the right to terminate employment at any time, with or without advance notice and with or without cause. Generally, employees also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of the school.

No person other than the Governing Board or its designee has the authority to alter this at-will arrangement, to enter into any agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing, must expressly state that it is changing the at-will relationship, and must be signed by the Executive Director and by the effected employee.

Employees may be given employment for a specified term based on the discretion of Cypress Grove. However, such term and conditions of that employment relationship shall be enumerated in a contract for employment. Any employee contract shall designate the salary or hourly rate, hours of employment, the individual job description, dates of the contract, benefits assigned, and

number, if any, of paid sick days.

Cypress Grove hires on the basis of qualifications, promotes on the basis of merit, and, when an employee must be terminated, terminates on the basis of performance, re-organization, downsizing, behavior, conduct, and any lawful reason.

## **OVERTIME PAY**

Employees who work in hourly (staff) positions that are subject to overtime pay will be compensated for overtime work consistent with all applicable state and federal law. Overtime work must have prior approval by the employee's supervisor.

## **PAYROLL**

Payment for the month's work is issued the last business day of the month. If a check-issue date falls on a Saturday, Sunday, or a legal holiday, paychecks will be issued on the last working day prior.

All federal, state, and social security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Cypress Grove bookkeeper and to fill out a new W-4 form.

Federal and state law requires Cypress Grove to withhold the following taxes from the employee's wages:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and, of course, the gross pay amount.
2. State Income Tax Withholding: The same factors that apply to federal withholdings apply to state withholdings.
3. STRS/PERS and/ or Social Security: The Federal Insurance Contribution Act (listed on the paycheck as "FICA) requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by Cypress Grove Charter High School.
4. Medicare Taxes: These taxes are withheld every month and, as with all other taxes, the cumulative amount paid will be listed on the employee's "Pay Statement."
5. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows

Social Security information, taxes withheld and total wages.

Pay corrections: While all reasonable precautions are taken to ensure that the correct amount of pay is received by each employee, errors can and do occur. In this unlikely event, the discrepancy should be brought to the attention of the appropriate administrator as soon as possible so that the situation can be reviewed and corrections can be made in a timely manner.

All payroll information is confidential and only the Bookkeeper and the administrator have access to this information. Any employee who violates this confidentiality is subject to discipline including discharge. Only the Executive Director may acknowledge dates of employment, position, salary and wage information regarding employees for the purposes of credit checks, purchase of homes, etc.

## **SECTION 5**

### **REQUIREMENTS FOR EMPLOYMENT**

#### **LEGAL REQUIREMENTS BEFORE THE FIRST DAY OF EMPLOYMENT:**

- A valid and current California State Teaching Credential for core academic teaching staff.
- State and federal fingerprint clearance to work with children (Ed. Code 44237)  
Criminal record summaries will be maintained by the Executive Director in a confidential secured file separate from personnel files, as required by Section 44237 of the California Education Code.
- Proof of a clear TB Tine test dated within the last 12 months (Ed. Code 49406)
- 1-9 Proof of American citizenship form with a copy of driver's license and social security card.
- Child abuse reporting information and signed form indicating that the contents have been read and understood.
- A completed Certificated Employment Application for Credentialed staff  
A completed Non-certificated Employment Application for all other staff
- Copy of Teaching Credential
- Cover letter of application for position.
- Resume
- Three letters of reference with contact phone numbers
- W-4 Income tax form completed
- Contracts with Independent Contractors addressing the legal requirements for contractors must be in place prior to work commencing

#### **REQUIREMENTS FOLLOWING THE FIRST DAY:**

- Certificated core academic teachers must, within 60 days of employment, submit a completed certificate for First Aid and CPR course relevant to the ages with whom the employee is working. Re-certification must occur as recommended by

- the American Heart Association (currently two years), and this is the responsibility of the teacher.
- Employees must attend annual trainings scheduled by the administrator during the year.
- Employees must attend all weekly staff and department meetings during the year. Absences must be arranged ahead of time with the Director of Education. In the event of an absence from a staff meeting, it is the employee's responsibility to obtain the information from the meeting.
- Completion of all required paperwork in a complete and timely manner.

## **ADDITIONAL COMPLIANCE REQUIREMENTS**

Employees are required to adhere to the requirements for employment described in the Charter, the Employee Handbook, any applicable employment contract, and any applicable state and federal laws.

## **SECTION 6**

### **PERSONNEL EVALUATION AND RECORD KEEPING**

#### **OFFICE STAFF EMPLOYEE ORIENTATION**

All new office staff employees are hired on a 90-day introductory basis, from date of hire. This serves as an opportunity to demonstrate the employee's ability to achieve satisfactory performance levels on the job, and to determine if the position meets the employee's expectations. Cypress Grove uses this period to assess employee capabilities, work habits, and overall performance. Upon completion of the 90-day trial period, an official performance review will be conducted and the written evaluation will become part of the employee's personnel file. Either the employee or Cypress Grove may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice. The introductory period does not interfere with any benefits for which the employee is eligible.

#### **EMPLOYEE REVIEWS AND EVALUATIONS**

All employees shall be reviewed by the Director or designee and will review themselves on an ongoing basis. The purpose of these reviews is to identify strengths (noting particularly good work), recognize areas for improvement and skill development, encourage growth, and develop strategies within a supportive team. A self-evaluation form will be provided to each employee at the end of each semester. This form will include performance-based questions about the employee. Questions will also be based on criteria set forth by the employee's job specifications. Evaluations will be in written form and placed in the Confidential Personnel File of each teaching employee.

The Director will conduct a minimum of one formal and one informal observation of teaching staff and other staff at a mutually agreed upon time.

Parents and visitors may conduct formal observations of teaching staff by appointment. Teachers have a right to know that they are being formally observed for evaluation. Students will complete a written evaluation of each of their teachers at the end of each semester.

All of these evaluations may be used, among other things, to determine whether the school intends to continue employment for the subsequent school year.

## **RESPONSE TO FORMAL OBSERVATION AND REVIEW FINDINGS**

All employees shall have the right to make their own written comments in response to the observations or review findings within two weeks of receipt. This response will be attached to the observation and/or evaluation and kept in the employee's Confidential Personnel File.

## **PERSONNEL FILES AND RECORD KEEPING PROTOCOLS**

The Executive Director or his or her designee shall maintain a Confidential Personnel File for each employee. All information in personnel files is strictly confidential, as is all payroll information. Any employee who violates this confidentiality is subject to discipline including discharge.

The Confidential Personnel file will contain the evaluation documents discussed in this section, as well as any other employment-related documents or correspondence. All evaluation documents placed in the Confidential Personnel file will be initialed by the Executive Director and the employee. An employee will be provided a copy of all evaluation documents placed in his or her Confidential Personnel File.

Employees must be given notice and opportunity to review and comment on information of a derogatory nature before it is entered or filed in the Confidential Personnel File with limited exceptions as provided by law.

Confidential Personnel Files are protected from unauthorized disclosure to third parties unless in compliance with lawful subpoenas, court orders, or written employee authorization. In the case where an employee will not initial the document (to be placed in his or her Confidential Personnel File), the Director shall make a notation on the document indicating that the employee has been given a copy of the document and has refused to initial the document. Employees have the right to inspect their Confidential Personnel Files at reasonable times and at reasonable intervals, but not at a time when the employee is required to render services to the school.

It is the policy of Cypress Grove to check the employment references of all prospective employees. The Director will respond to all reference check inquiries from other employers. Responses to such inquiries will be limited to factual information that can be substantiated by Cypress Grove's written records. No other employment data, including wage information, will be released without written authorization and release signed by the individual who is the subject of the inquiry.



Each employee is responsible to promptly notify Cypress Grove of any changes in personnel data, such as personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in case of emergency, education accomplishments, and credential information. Any other such status reports should be accurate and current at all times.

Employment applications will be kept on file for 90 days, after which time they will be destroyed. Applications of those hired become part of the personnel file of the employee.

## **CONTINUING EDUCATION**

Cypress Grove is a learning environment for all. We are all life-long learners.

Cypress Grove teaching staff are required to keep their credentials current and to keep their professional training and knowledge current through ongoing educational experiences that may include travel, retreat, university courses, workshops and other means which will further their personal growth and enhance their teaching skills.

Reimbursement or time-off for educational experiences must be approved in advance by an administrator.

## **REIMBURSEMENT FOR STAFF DEVELOPMENT**

Cypress Grove will reimburse cooperative teachers, full-time teachers and staff members for up to \$200.00 for costs associated with previously authorized staff development activities. Teachers with less than 35 students may be reimbursed for up to \$100.00 for attendance at conferences or trainings specifically related to the teacher's job duties. A request for attendance at conferences or trainings must be submitted on the appropriate form and approval must be obtained well in advance of the activity.

## **SECTION 7**

### **THE WORK DAY**

#### **WORK SCHEDULE**

In-school hours for full-time teachers are 7:45 AM to 4:15 PM excepting Fridays teachers may leave when the students are dismissed. Part-time teachers will be set as described in each teacher's contract or as described to the part-time teacher by the Executive Director. Work hours for full-time clerical staff are 7:30 AM to 4:30 PM Monday through Friday. Part-time clerical staff and independent contractors will have their hours set on a case-by-case basis.

#### **PUNCTUALITY AND ATTENDANCE**

The students and families of Cypress Grove count on the attendance and punctuality of Cypress Grove employees. These are important qualities necessary for success of the school. It is also good modeling for the students. We work as a team, and this requires that each person be in the

right place at the right time! Being reliable supports the whole team.

Being late without advance permission for two (2) or more days in a two (2) month period is considered excessive. If this occurs, it will be addressed by the Director. It is the employee's your responsibility to notify an administrator if the employee will be late, even if it is a few minutes. Supervision of students and course material will need to be covered. Frequent absence or tardiness decreases the employee's effectiveness on the job, affects morale, and decreases co-workers job efficiency since they must cover for an absent or tardy employee.

Any employee who is unable to report for work must call the Director as soon as possible before the start of the scheduled workday.

If an employee fails to report to work without notification to the Director, the school may consider that that employee has abandoned his or her employment and has voluntarily terminated the employment. In such cases, Cypress Grove must provide an opportunity to the employee to respond and notice to the employee of the decision.

If an employee is absent for medical reasons for more than three (3) working days, the employee must, on return, provide the Director with a physician's statement certifying the medical basis for the absence and stating that the employee is able to return to work.

## **PARENT NOTIFICATION**

Parents shall be notified monthly when:

- the student's grades are below C-
- the student is disruptive in class
- the student comes unprepared for class
- the student does not turn in homework

or for any other behaviors that would result in the failure of a student. Teachers will return phone calls from parents within 48 hours.

## **ADJUNCT DUTY**

The employee shall participate in eight (8) paid staff development days per Academic Year. In addition Employee will also participate in at least six (6) unpaid volunteer activities in support of the Charter School and the students such as back-to-school nights, fundraisers, enrollment events, dances and similar School activities.

Other possible adjunct duties include but are not limited to:

- advisor to the dance committee
- advisor to the yearbook
- club advisor
- student council advisor
- health / safety team
- fundraising events supervisor

## **ADVISING AND COUNSELING**

Every teacher will be required to serve as an advisor to a group of students during the school year. The purpose of the advisory program at Cypress Grove is to create a constant sense of belonging and support for both students and parents. Without exception, every student at Cypress Grove is ensured an active caring adult advocate throughout their tenure at the school. The building of the relationship between the student and the Advisor enables wise and accurate guidance academically, socially, and behaviorally on the part of the Advisor. Advisor responsibilities include:

### **Class Advisors**

- Carry overall social concerns for the class as a whole
- Integrate the class as a social unit
- Oversee class responsibilities and tasks
- Organize class meetings
- Organize or helps to organize class trips
- Organize and runs parent meetings
- Guides students in community service
- Organizes graduation for grade 12
- Helps individual students with special needs when appropriate

### **Mentoring**

- Meet with the student a minimum of twice-once at the beginning of each semester (other meetings if necessary)
- Guide the student in electing academic and artistic electives
- Form a relationship with student's parents
- Be available to assist in working through the student's individual life crises
- Review the student's report, evaluates progress each semester, and reports to parents in Parent –Teacher conferences, or in additional meetings as necessary
- Help the student determine life direction (college, trade, etc.)
- Assist the student in difficulties with other teachers

## **PARTICIPATION IN NON-SCHEDULED PROGRAMS**

Teachers are required to participate in Cypress Grove programs that may be held outside school hours. These include staff meetings, parent-teacher-student conferences, parent meetings, community meetings, certain school board meetings, trainings, open house nights and graduation each year.

## **BREAKS AND MEAL PERIODS**

All full-time instructors shall have a minimum paid lunch break of 30 minutes per day. Lead teachers will organize breaks and coverage of students. Non-instructional, hourly employees shall receive breaks at the rate of ten (10) consecutive minutes for the first three and one-half (3.5) to six (6) hours worked and ten (10) consecutive minutes from the 6<sup>th</sup> to the 10<sup>th</sup> hours

worked per day, and the break shall occur as near as possible to the middle of the work period. A paid thirty (30) minute meal period must be provided for every five (5) hour work period, unless six hours of work will complete the day's work and the employee voluntarily elects to forego the meal period.

## **YARD DUTY**

Employees may need to perform yard duty before, after and during the school day. At no time may students be left unattended and it is the responsibility of the Director to ensure this coverage.

## **PHONE CALLS**

The phones, Internet access and e-mail accounts are provided for business use. Employees making personal calls out of the local calling area should use personal calling cards and make such calls during breaks only. Such telephone calls should be kept as short as possible (e.g. three minutes or less). Family members and friends should be reminded, during work hours, telephone calls should be limited to emergencies only.

# **SECTION 8**

## **LEAVES AND VACATIONS**

### **VACATION LEAVE**

While Cypress Grove recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for "peak traffic periods" in the school. With this in mind, it is expected that vacation time will be taken when school is not in session.

Regular full-time employees are entitled to vacation terms based upon date of hire, length of service and status with Cypress Grove. Full-time clerical staff shall accrue fifteen (15) days of paid vacation each year, beginning after six (6) months of service. Paid vacation time for administrators will be established in the administrator's employment contract. Employees working on part-time basis (less than full-time) shall not earn vacation days.

Any vacation time taken during the school year or otherwise should be coordinated and cleared by the employee's supervisor subject to scheduling and seniority. No vacation time may be taken by clerical staff during the first two weeks of August unless specifically authorized by the employee's supervisor.

For clerical employees, vacation days should be taken when school is not in session, preferably between July 15 to August 1. Vacation time is figured on a school year beginning with the opening of school rather than on a fiscal year.

Vacation time may not be utilized before it is earned. An employee whose employment terminates will be paid for accrued unused vacation days. Vacation can accrue up to a maximum of four (4) weeks of pay. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

## **SICK LEAVE**

Seven (7) days of fully paid sick leave per school year will be available to full-time employees only.

Sick leave is to be used only when actually required to recover from illness or injury; sick leave is not for “personal” absences. Time off for medical and dental appointments will be treated as sick leave. Abuse or misuse of your sick leave privilege will not be permitted.

If the employee is absent for three or more consecutive days due to illness, medical evidence of the illness and or medical certification of fitness to return to work satisfactory to Cypress Grove will be required before sick pay is given. Sick leave is granted for only the reasons listed above.

## **BEREAVEMENT LEAVE**

In the event of death of a current spouse, child, parent, legal guardian, brother, sister, grandparent, grandchild, or mother-, father-, sister-, brother-, son-, or daughter-in-law, employees may take up to two (2) days of accrued sick leave with the prior approval of Cypress Grove.

## **INDUSTRIAL INJURY LEAVE (Workers Compensation)**

Cypress Grove, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include: 1) medical care, 2) cash benefits, tax free, to replace lost wages, 3) vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that the employee receives any workers' compensation benefits to which he or she may be entitled, you will need to: 1) immediately report any work-related injury to your supervisor, 2) seek medical treatment and follow-up care if required, 3) complete a written Employee's Claim Form (DWC Form 1) and return it to your supervisor, 4) provide Cypress Grove with medical certification from your healthcare provider regarding the need for workers' compensation disability leave and your ability to return to work from the leave.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from workers' compensation leave, the employee will be reinstated to his/her same position held at the time the leave began or to an equivalent position if available. An

employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. If the employee's same position is not available upon the employee's return to work, an employee's returning to work will depend on job openings existing at the time of his or her scheduled return. Additionally, an employee's return will depend on his or her qualifications for any existing openings.

If, after returning from workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, Cypress Grove's obligations to the employee may include reasonable accommodation, as governed by applicable disability law.

Employees who are injured in a work-related incident will be referred to a physician designated by Cypress Grove for medical treatment, unless prior to a work-related injury, Cypress Grove has received from the employee written notice that the employee wishes to be treated by his or her own physician.

Employees who do not designate their own physician will be treated by the Cypress Grove designated physician for work-related injuries for at least thirty (30) days. Employees may seek treatment from their own physician after thirty (30) days should they so desire.

The law requires that Cypress Grove notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

**Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.**

A violation of this law is punishable for imprisonment for one (1) to five (5) years or by a fine not exceeding \$50,000 or double the value of the fraud, whichever is greater, or both. Additional civil penalties may also be in order.

## **PERSONAL NECESSITY LEAVE**

All employees shall inform the Director ahead of time and as soon as possible of any anticipated absence.

The Director may grant use of up to two (2) days of accrued sick leave, if available, per full-time employee per year for urgent personal business or other emergencies, which can include court hearings. Such leave shall be at full pay and benefits. Requests must be submitted in writing three days in advance.

## **UNPAID LEAVE OF ABSENCE**

Cypress Grove may grant unpaid leaves of absence to employees in certain circumstances. It is important to request such leave in writing as far in advance as possible. If you fail to return to

work on the day agreed upon, Cypress Grove has the right to terminate your employment.

Upon returning from an unpaid leave of absence, the employee will be credited with the full employment status prior to the start of the leave. However, employees should be aware that Cypress Grove generally does not continue to pay premiums for health insurance coverage for employees on unpaid leaves of absence. The employee may self-pay the premiums under the provisions of COBRA.

## **PREGNANCY DISABILITY LEAVE**

This policy explains how Cypress Grove complies with the California Pregnancy Disability Act, which requires Cypress Grove to give each female employee an unpaid leave of absence of up to four (4) months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

### Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

### Events That May Entitle An Employee to Pregnancy Disability Leave

The four-month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for parental care.

### Duration Of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

Pregnancy disability leave does not count against the leave available under Cypress Grove Charter High School's policy on Family Care and Medical Leave.

#### Pay During Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.
3. Vacation pay and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

#### Health Benefits

The provisions of Cypress Grove's various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a request for pregnancy disability leave is granted, Cypress Grove will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

#### Seniority

An employee on pregnancy disability leave remains an employee of Cypress Grove and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, he or she will return with the same seniority he or she had when the leave commenced.

#### Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by Cypress Grove. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

#### Requesting And Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to her supervisor. An employee asking for a Request for Leave form will be referred to Cypress Grove's then current



pregnancy disability leave policy.

2. Employee should provide not less than thirty (30) days or as short of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt Cypress Grove's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. In most cases, Cypress Grove will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy-disability leave request is granted, Cypress Grove will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

#### Return To Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable unless there is no comparable position available or a comparable position is available, but filling that position with the returning employee would substantially undermine Cypress Grove's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
2. When a request for pregnancy disability leave is granted to an employee, Cypress Grove will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

3. Before an employee will be permitted to return from a pregnancy disability leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee takes FMLA/CFRA leave for reason of the birth of her child at the expiration of her pregnancy disability leave, her right to reinstatement is governed by the Family Care and Medical Leave policy, not by this policy.
5. If the employee can return to work with limitations, Cypress Grove will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from Cypress Grove.

### Employment During Leave

An employee on pregnancy disability leave may not accept employment with any other employer without Cypress Grove's written permission. An employee who accepts such employment will be deemed to have resigned from employment with Cypress Grove.

### **INSURANCE COVERAGE CONTINUANCE**

When employees are on extended leave Cypress Grove does not continue health insurance benefits unless required by law. Insurance may be self-paid under COBRA provisions. You can check with our insurance provider.

Any employee on maternity leave is eligible for State Disability Insurance funds. Check with the Employment Development Department of California for a determination of benefits. The maximum SDI benefits are currently ten weeks.

### **MILITARY LEAVE**

Any employee who is in the Army Reserve or a similar government military operation may take the time required to maintain membership in such an operation at no pay. Advanced notice is required to maintain such a leave status. Available time off may be used for the absence. For teaching staff a request must first be made to serve the time when school is not in session. Vacation, sick time and holiday benefits will not accrue during a military leave.

### **HOLIDAYS**

The following eleven holidays (which are listed on the school calendar) are observed as paid holidays for full time employees:

1. January 1 - New Year's Day
2. Martin Luther King's Birthday
3. President's Day

4. Memorial Day
5. July 4 - Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day After Thanksgiving
10. Christmas Day
11. Day After Christmas

These holidays may not be accrued by any employee.

To be eligible for holiday pay, employees must be regularly scheduled to work on the day on which the holiday falls, and the employee must work his or her regularly scheduled working days immediately preceding and following the holiday.

## **JURY DUTY**

Upon notification by a court to report for jury duty, the employee shall immediately request jury duty during non-school months. Hourly (clerical) employees may receive up to ten (10) paid days during a jury duty leave. All jury duty time beyond ten (10) days will be unpaid. Cypress Grove will offset any pay by the amount received by the employee for jury duty. Employees exempt from overtime law will be compensated for time spent on jury duty. If jury duty is canceled or ends before the end of the workday, the employee should return to work and will be paid for actual hours worked subtracted by the amount paid by the court. Any employee, when advised of his/her notification of jury duty, must immediately inform the Director of Education.

## **VOTING TIME OFF**

Voting time off will be granted when an employee's work hours prevent the employee from getting to the polling place. Generally, polling times have been set so there is ample time for voting before or after work.

## **SECTION 9**

### **HEALTH AND WELFARE BENEFITS**

#### **HEALTH BENEFITS**

Cypress Grove will pay health insurance premiums for current staff as per the current plan in effect through the Monterey Peninsula Unified School District. Cypress Grove will pay 100% of the monthly employer's contribution of such coverage for full-time employees. The employee will pay 100% of the monthly employee's contribution of such coverage.

Employees that work 20 hours per week or more have the option of enrolling in health benefits. All employees are required to be on the PERS or STRS retirement system to qualify. Benefits

begin the first of month following receipt of the completed HBD12 form (enrollment form) in the District Insurance Office, provided it is received within the first 60 days of employment. If the form is received later than that date, the employee must wait until the first of the month following a 90 day waiting period. Annually open enrollment will occur in November for enrollment in January of the following year. All entities participating in the CalPERS plan must comply with these rules. Other family members, if approved by the insurer, may be added on at the employees' expense. This amount will be deducted from payroll.

No staff member will receive paid health benefits following separation from employment. However, employees will be notified when their paid benefits will terminate and that they have the option of continued coverage at their own cost through COBRA.

## **WORKERS COMPENSATION**

Cypress Grove, in accordance with state law, provides insurance coverage for all employees in case of work-related injury. This is at no cost to the employee. The worker's compensation benefits provided to injured employees may include:

1. Medical care
2. Cash benefits, tax free, to replace lost wages
3. Vocational rehabilitation to help qualified injured employees return to suitable employment

To ensure that an employee receives any worker's compensation benefits to which the employee may be entitled, employees who believe they have a work-related injury will need to:

1. Immediately report any work-related injury to your supervisor
2. Seek medical treatment and follow-up care if required.
3. Complete a written Employee's Claim Form (D.W.C. Form 1) and return it to the Executive Director.
4. Provide Cypress Grove with a certification from your healthcare provider regarding the need for worker's compensation disability leave and your ability to return to work from the leave.

Workers Compensation Insurance does not cover employees for accidents or injuries during the employee's commute or other non-work times.

## **SECTION 10**

### **EXPENSE REIMBURSEMENTS**

Employees shall be reimbursed for out of pocket expenditures for copies and supplies up to but not to exceed \$25 total per month. Charges over \$25 must be pre-approved by the administration on a "Reimbursement Approval Form." All expenses claimed must be recorded on a

“Reimbursement Form” with all the accompanying receipts. Mileage for travel to meet with students or for work-approved travel out of the area must be submitted on the “Mileage Form” and attached to the “Expense Reimbursement Form.” The maximum mileage that can be claimed by Educational Coordinators for traveling to/from students is 800 miles per month, a per student amount of 20 miles per month. Multiply the miles by the \$.31/mile reimbursement rate.

Cypress Grove Charter High School will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must have advance approval by the Executive Director or Charter Council for reimbursement purposes.

## **SECTION 11**

### **DISCIPLINE AND TERMINATION OF EMPLOYMENT**

Since employment at Cypress Grove (unless otherwise expressly specified) is based on an at will basis, both the employee and Cypress Grove have the right to terminate employment at will, with or without cause.

Our school’s rules of conduct are based on mutual respect, common courtesy, sound judgment, responsibility, professionalism and business accountability. Personal and professional integrity is, of course, expected of all employees. Cypress Grove may terminate or suspend the employment of any employee or engage in any other disciplinary actions (e.g. suspension with or without pay, demotion, etc.), if the Executive Director determines that the employee has failed to fulfill his or her duties and responsibilities and/or has failed to demonstrate the responsibility outlined in these personnel policies and the job description or for any lawful reason.

#### **MISCONDUCT SUBJECT TO DISCIPLINE UP TO AND INCLUDING DISMISSAL**

The following violations are considered misconduct and will result in disciplinary action up to and including termination of employment. Since it is impossible to enumerate every act or omission which would justify the imposition of disciplinary action, the list is not intended to be all-inclusive. (All rules are subject to revisions by the organization as management deems necessary).

1. Unexcused absence and/or lack of punctuality.
2. Release of confidential information without authorization.
3. Possession of or reporting to work while under the influence of alcohol, narcotics, and/or other controlled substances.
4. Theft.
5. Willful destruction of property.
6. Conviction of a felony or conviction of a misdemeanor which makes the employee unfit for the position.
7. Falsification, fraud, or omission of pertinent information when applying for a position.

8. Any willful act that endangers the safety, health or well-being of another individual.
9. Any act of sufficient magnitude to cause disruption of work or gross discredit to the school.
10. Misuse of school property or funds.
11. Possession of firearms, or any other weapon, while acting within the course of school of your employment with the school.
12. Acts of discrimination or illegal harassment based on gender, ethnicity, or any other basis protected by state or federal law.
13. Failure to comply with the school's safety procedures.
14. Insubordination.
15. Failure to follow any known policy or procedure of Cypress Grove, or gross negligence which results in a loss to Cypress Grove.
16. Violations of federal, state, or local laws affecting the organization or your employment with the organization.
17. Unacceptable job performance.
18. Dishonesty

## **NON-DISCLOSURE OF PERSONNEL INFORMATION**

Reasons for involuntary terminations are privileged information and are treated confidentially. Anyone disclosing such information inappropriately is subject to disciplinary action, up to and including termination of employment.

No one without a managerial "need to know" is to discuss personnel information.

Inquiries regarding an employee who has been terminated should be referred to the Executive Director.

## **RESIGNATION**

Employees are free to resign without repercussion or retaliation. Although Cypress Grove does require two (2) weeks notice from a resigning employee and Cypress Grove would appreciate such notice. However, Cypress Grove may ask an employee to leave immediately. Any accrued and unpaid compensation, excluding sick or personal leave benefits, shall be paid to the employee within 72 hours of separation of employment.

## **RETIREMENT**

Retirement at age 65 is not compulsory. An employee who wishes may retire (or take semi-retirement). The employee may work part time to equal what Social Security will allow. The employee may draw PERS and Social Security at the same time. All other taxes including Social Security will be deducted from salary according to federal and state tax laws.

## **LAYOFF**

While Cypress Grove will endeavor to avoid layoffs, it must reserve the right to initiate layoffs if

it determines that such action is warranted based on economic circumstances or other factors that it deems important. It is the policy of Cypress Grove to reduce staff on a non-discriminatory basis

## **SALARY AND BENEFITS IN THE EVENT OF TERMINATION**

In the event of termination of employment prior to the end of an employment contract, the employee shall be entitled only to the prorated salary and benefits earned through the last date of actual service.

## **SECTION 12**

### **EMPLOYEE DISPUTE RESOLUTION PROCESS**

This dispute resolution process provides employees, who have a grievance concerning conditions of employment with a procedure for having their grievance heard by an administrator, grievance board and/or the Governing Board.

Misunderstandings and problems arise from time to time in any situation. Work situations can be stressful. To provide the best possible working conditions for employees, an honest and open atmosphere in which any problem, complaint, suggestion, or question receives a timely, respectful response is required. Employees and management should have, and display, mutual respect for each other at all times.

A grievance is defined as any feeling of dissatisfaction or injustice in connection with one's employment situation that is brought to the attention of a supervisor. If an employee disagrees with the established rules on conduct, policies, procedures, or practice; they can express this concern through the problem resolution procedure outlined herein. No employee will be penalized, formally or informally, for voicing a grievance or complaint with Cypress Grove in a reasonable, business-like manner, or for using these grievance procedures.

The Executive Director is the official representative between the staff and the Governing Board. S/he or any administrator/designee must be accessible and ready to hear suggestions and complaints. Cypress Grove cannot act on any problem unless it is aware of it, so grievances must be aired as soon as possible.

Not every problem can be resolved to all parties' satisfaction, and only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the smooth, effective operation of Cypress. Cypress Grove will strive to provide such an atmosphere at all times. Employees are encouraged to offer positive and constructive criticism, and to take the following steps if they believe that a condition of employment or a decision affecting them is unjust or inequitable:

1. When a problem first arises, the grievant should discuss the matter with the Director rather than fellow employees.
2. The administrator responsible for resolution of the grievance will review the problem and any relating policies. If the problem cannot be resolved informally through discussion or meeting, the grievance shall be reduced to writing by the grievant and submitted to the administrator. The grievant should specify the problem to the fullest extent possible and any remedies sought.
3. Following any necessary investigation, the administrator shall prepare a written response to the grievant no later than ten (10) working days from the date of receipt of the grievance, unless for good cause, additional time is required for the response.
4. If no satisfactory solution can be reached, the grievant may request to meet with the Governing Board and/or Grievance Committee and the Director. The request for this meeting will be written and will include any and all documentation related to the grievance along with any solutions that have been proposed by either the grievant or the Administrator. The request for the meeting is to be delivered to the Governing Board and/or the Grievance Committee by the Director within four (4) days before the next regularly scheduled meeting, so that the matter may be properly placed upon the agenda.
5. The Governing Board and/or Grievance Committee and Director will set a date and time for the hearing of any evidence to be presented concerning the grievance. At the hearing, the grievant and a representative of Cypress Grove shall have the opportunity to present evidence, both oral and documentary. Within three (3) working days from the date of the hearing, the Governing Board and/or Grievance and Director shall make a decision on the grievance in writing. This decision will serve as the final decision of Cypress Grove.
6. If satisfactory resolution cannot be reached, the parties shall agree to submit to case-binding arbitration.

## **SECTION 13**

### **COMPLAINT PROCEDURES**

#### **COMPLAINTS FROM PARENTS, STUDENTS, OR COMMUNITY MEMBERS**

While parents and students are encouraged to take their concerns or complaints to staff persons most directly involved, they will, at times, feel too uncomfortable to do so. Often parents and students might feel more comfortable sharing their concerns with another staff person. In such cases the staff member receiving the complaint should take the following steps:

1. Determine, if appropriate under the circumstances, whether the complaint may be resolved informally through discussion. Staff members receiving complaints



initially should listen objectively, attentively and actively to the parent or student. The staff member may wish to ask supportive questions to help clarify the nature of the concern. Neither agreement nor disagreement with the complainant should be expressed, but rather those staff members receiving complaints should remain neutral.

2. Once the complainant has been able to express his or her concern, if appropriate under the circumstances, ask if the complainant would be willing to speak directly to the staff person. If this is out of the complainant's comfort zone, ask if he or she would like the assistance of one of the administrators to help in voicing the concern and exploring possible solutions.
3. If the complainant desires assistance, help the person schedule time with one of the administrators.
4. Inform the appropriate administrator of the complaint and of any actions taken.
5. Follow up to make sure action was taken to resolve the problem.
6. If the problem cannot be informally resolved, direct the complainant to file a written complaint with the Executive Director.

## **CONFLICT WITH OTHER STAFF**

When an employee has a conflict or concern regarding another employee the grievance procedures specified in Section 12 shall be followed unless the complaint relates to a problem that is covered by separate procedures (i.e. complaints of sexual harassment are resolved through specific sexual harassment complaint procedures).

## **SECTION 14**

### **VOLUNTEERS**

Cypress Grove welcomes volunteers. Volunteers do have to be fingerprinted and have clearance from the Department of Justice through a criminal history background check before volunteering. **Volunteers who will be working with students are required to have a T.B. test.** This includes parents of Cypress Grove students. A staff member must provide supervision for office volunteers and provide them with orientation to make their volunteer time with us as enjoyable for them as possible. Teachers must provide supervision and orientation for classroom and field trip volunteers. Volunteers with access to confidential student information shall sign a confidentiality statement.

## **SECTION 15**

## **AMENDMENT TO PERSONNEL POLICIES**

This Handbook contains the employment policies and practices of Cypress Grove in effect at the time of publication. All previously issued handbooks or any inconsistent policy statements or memoranda are superceded. No oral statements can in any way change or alter the provisions of this Handbook.

Cypress Grove reserves the right to amend, delete or otherwise modify this Handbook at any time. All such modifications shall be in writing and approved by the Governing Board.

Any written changes to the Handbook will be distributed to all employees.

**ACKNOWLEDGMENT OF RECEIPT OF PERSONNEL HANDBOOK**

PLEASE READ THE PERSONNEL HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE ADMINISTRATIVE SECRETARY.

EMPLOYEE NAME: \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Cypress Grove Charter High School Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the Cypress Grove policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with Cypress Grove. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by Cypress Grove Charter High School.

I understand that other than the Executive Director or designee, no supervisor or representative of Cypress Grove has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Executive Director or designee has the authority to make any such agreement and then only in writing signed by the Executive Director or designee.

Employee's Signature \_\_\_\_\_ Date: \_\_\_\_\_